

GARY STRIPLING, and
LOUISE STRIPLING,

Plaintiffs,

v.

SHAUNA, INC., d/b/a SOLITAIRE HOMES,

Defendant.

ARBITRATION AWARD

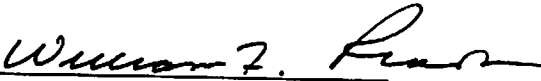
The arbitrator enters an award on claims asserted as follows:

1. Defendant Shauna Inc. breached the contract and warranty between Shauna Inc. and Gary and Louise Stripling. as well committing fraud during the sale of the manufactured home to the Striplings, in the execution of the contract, and in the performance of the contract. Both the dealer and the salesperson made misrepresentations to plaintiff Louise Stripling.
2. Plaintiffs Gary and Louise Stripling are awarded \$ 60,407.15 in compensatory damages for defendant Shauna Inc.'s fraudulent misrepresentations, breach of contract, and breach of warranty, and violations of the New Mexico Unfair Practices Act. This amount is awarded on each of plaintiffs' claims. Plaintiffs cannot recover this sum more than once. Payment toward satisfaction of any of these compensatory damage awards is payment toward all.
3. Defendant's actions were malicious, willful, reckless, wanton and in bad faith.
4. Plaintiffs Gary and Louise Stripling are awarded \$ 50,000.00 in punitive damages against Shauna Inc. for fraud, breach of contract, breach of warranty, or violation of the New Mexico Unfair Practices Act. Defendant violated the Unfair Practices Act by making misrepresentations to the plaintiffs to induce them to purchase a manufactured home which they would not have otherwise purchased. Payment toward satisfaction of any of these punitive damage awards is payment toward all.
5. Plaintiffs Gary and Louise Stripling are entitled to costs in the amount of \$2,103.45.
6. Plaintiffs Gary and Louise Stripling are entitled to attorneys fees in the amount of \$16,232.50 for recovery under the New Mexico Unfair Practices Act.



7. Plaintiffs' attorneys also shall be entitled to collect fees and recoverable costs in the future to enforce the judgment, if such becomes necessary.

8. The arbitration fee of \$3,134.78, including gross receipts tax, shall be paid one-half by each party.


William F. Riordan, Arbitrator
3227 El Toboso NW
Albuquerque, New Mexico 87104

Done this 31st day of March 2004 at Albuquerque, NM